

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Hamilton Place Strategies, LLC 805 15th Street, NW, Second Floor, Washington, DC 20005	2. Registration No. <div style="font-size: 2em; text-align: center;">0526</div>
3. Name of Foreign Principal Embassy of Australia	4. Principal Address of Foreign Principal 1601 Massachusetts Avenue, NW Washington, DC 20036
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Public Diplomacy Office b) Name and title of official with whom registrant deals Mary Balzary, Minister Counsellor	
7. If the foreign principal is a foreign political party, state: a) Principal address N/A b) Name and title of official with whom registrant deals c) Principal aim	

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

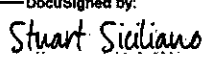
N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
2/15/2018 9	Stuart Siciliano, Partner 29 AM EST	DocuSigned by:  A8729C82D2DE485

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Hamilton Place Strategies, LLC

2. Registration No.

6506

3. Name of Foreign Principal

Embassy of Australia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Hamilton Place Strategies will provide support to the Australian Embassy as it hosts an event this year's National Governor's Association meeting in Washington, DC. Duties include but are not limited to: message development, content creation, earned media, digital media strategy, on-site event support, and paid media promotion.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See description in Line 8 above.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
2/15/2018 9:29 AM EST	Stuart Sicialiano, Partner	DocuSigned by: Stuart Sicialiano

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in it is engaged in, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Commonwealth of Australia

CONTRACT TITLE: PUBLIC RELATIONS SERVICES - NGA**AGREEMENT NUMBER: 003/2018****DETAILS SCHEDULE****PARTIES**

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs
ABN 47 065 634 525 (Commonwealth)

Commonwealth Representative:	Kathryn Ridderhof Public Diplomacy Branch	
Notice Details:	Address:	Embassy of Australia 1601 Massachusetts Ave NW Washington D.C. 20036
	Phone:	(202) 797 3383
	Email:	Kathryn.ridderhof@dfat.gov.au

HAMILTON PLACE STRATEGIES (CONTRACTOR)

Contractor Representative:	Stuart Siciliano	
Notice Details:	Address:	805 15th Street NW, Suite 200, Washington, DC 20005
	Phone:	202-822-1205
	Email:	ssiciliano@hamiltonps.com

INFORMATION TABLE

Item	Information	
Item 1	Services:	In accordance with Attachment A: Statement of Work
Item 2 (clause 1.1)	Term:	Effective Date: 5 Feb 2018
		Commencement Date: 5 Feb 2018
		Expiry Date: On completion of services
Item 3 (clause 4.1a)	Service Requirements:	In accordance with Attachment A: Statement of Work
Item 4 (clause 4.1a)	Location of Services:	Washington D.C.

Item 5 (clause 4.1a)	Timing for Delivery of Services:	In accordance with Attachment A: Statement of Work	
Item 6 (clause 4.1b)	Personnel to be used in the Provision of the Services:		
Item 7 (clause 8.1)	Contract Price:	US\$50,000	
Item 8 (clause 12.1)	Out of Pocket Expenses:	Not Applicable	
Item 9 (clause 19.1)	Contractor Insurance Requirements:	Public liability insurance	<input type="checkbox"/> Yes <i>Refer to Attachment B</i>
		Products liability insurance	<input type="checkbox"/> Yes <i>Refer to Attachment B</i>
		Professional indemnity insurance	<input type="checkbox"/> Yes <i>Refer to Attachment B</i>
Item 10 (clause 32.1)	Governing Law:	<i>Australian Capital Territory, Australia</i>	
Item 11	Special Conditions	<input type="checkbox"/> No	

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1. TERM

- 1.1 The Contract takes effect on the Effective Date. The Services commence on the Commencement Date and unless terminated earlier in accordance with the Contract or otherwise, end on the Expiry Date or completion of the Services if no Expiry Date is specified.

2. SERVICES

- 2.1 The Contractor agrees to provide the Services to the Commonwealth and the Commonwealth agrees to purchase the Services in accordance with the terms of the Contract.

3. CONTRACT DOCUMENTS

- 3.1 The Contract between the Commonwealth and the Contractor comprises the General Conditions of Contract (including the Details Schedule), the Special Conditions and any Attachments.
- 3.2 If there is any ambiguity or inconsistency between the documents comprising the Contract, the Special Conditions will have precedence to the extent of the ambiguity or inconsistency

4. PROVISION OF SERVICES

- 4.1 The Contractor shall provide the Services to the Commonwealth:
- a. for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
 - b. using the personnel identified in the Details Schedule (if any) or otherwise using appropriately qualified, skilled and experienced personnel;
 - c. ensure that the Services are provided to a standard of quality not less than industry best practice for services of the same type as those Services and, without limiting clause 4.1a, in a timely manner;
 - d. to the satisfaction of the Commonwealth Representative; and
 - e. in accordance with any other requirements specified in the Contract.
- 4.2 The Contractor shall promptly notify the Commonwealth if the Contractor or any of its officers, employees, agents or subcontractors becomes aware that the Contractor will be unable to provide all or part of the Services in accordance with the requirements of this clause 4.

5. REPLACEMENT SERVICES

- 5.1 If the Contractor fails to provide the Services in accordance with the Contract, the Contractor shall, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Contract, as directed by the Commonwealth.

6. NATURE OF ENGAGEMENT

- 6.1 The Commonwealth engages the Contractor to provide the Services as an independent contractor and not as the Commonwealth's agent or employee. The Contractor has no authority to bind the Commonwealth or act on the Commonwealth's behalf at any time. The Contractor is not entitled to any benefit from the Commonwealth usually attributable to an employee.

7. REMOVAL OF CONTRACTOR'S PERSONNEL

- 7.1 The Commonwealth, acting reasonably, may give notice requiring the Contractor to remove any personnel from work in respect of the Services. The Contractor shall promptly arrange for their replacement with personnel of appropriate qualifications, skills and experience acceptable to the Commonwealth at no additional cost to the Commonwealth.

8. PAYMENT

- 8.1 Subject to clause 10, the Details Schedule, and any Special Conditions, the Commonwealth shall pay:
- a. the Contract Price to the Contractor within 30 days after receipt of a correctly rendered invoice; or
 - b. if the Details Schedule provides for the payment of the Contract Price by way of:
 - (i) instalments, the amount of the relevant instalment to the Contractor within 30 days after receipt of a correctly rendered invoice; or
 - (ii) milestone payments, the amount of the relevant milestone payment to the Contractor within 30 days after receipt of a correctly rendered invoice; and
 - c. if the Details Schedule provides for the reimbursement of Out of Pocket Expenses, the amount of those Out of Pocket Expenses which have been incurred by the Contractor in accordance with the Contract, within 30 days after receipt of a correctly rendered invoice.
- 8.2 If the Commonwealth fails to pay a correctly rendered invoice within 30 days after the date of receipt and the Contract Price is valued up to and including A\$1 million, the Commonwealth shall pay interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day that the payment was late.
- 8.3 The Commonwealth shall pay interest whether or not the Contractor has submitted a separate invoice for the interest amount. Interest shall only be payable in accordance with this clause 8 if the interest amount exceeds A\$100.

9. INVOICE

- 9.1 An invoice is correctly rendered under clause 8 if:
- a. the amount claimed for payment is calculated in accordance with the Contract and the Details Schedule provides that the amount is due for payment;
 - b. the Services meet the requirements of the Contract; and
 - c. the invoice:
 - (i) is set out in a manner that enables the Commonwealth to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
 - (ii) if the Details Schedule provides for the reimbursement of Out of Pocket Expenses, the invoice separately itemises all expenses for which reimbursement is being sought. Copies of invoices substantiating the Out of Pocket Expenses shall be attached to the invoice;
 - (iii) contains the Contract number, the name and phone number of the Contractor Representative and is addressed as specified in the Details Schedule; and
 - (iv) is a valid tax invoice in accordance with the GST Act.
- 9.2 The Contractor shall promptly provide to the Commonwealth such supporting documentation and other evidence reasonably required by the Commonwealth to substantiate performance of the Contract by the Contractor or payment of the Contract Price by the Commonwealth.

10. DEDUCTION FROM PAYMENT

- 10.1 The Commonwealth may deduct from any payment of the whole or part of the Contract Price any taxes, charges, insurance premiums or levies imposed by law upon the Commonwealth which are ordinarily required to be paid by the Contractor as a result of the Contractor providing the Services. In doing so, the Contractor will be the entity that is taken to be complying with legislative requirements and the Commonwealth will not be seen to be treating the Contractor or

any of its officers, employees, agents and subcontractors as anything other than an independent contractor.

11. PRICE BASIS

11.1 The Contract Price is inclusive of:

- a. GST and all taxes, duties and government charges imposed or levied in Australia or overseas;
- b. remuneration to the Contractor's officers, employees, agents and subcontractors, including salaries, wages, fees, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract with the Contractor or under any award, statute or at common law;
- c. costs in respect of procuring and maintaining the insurances required under clause 19; and
- d. costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Contractor's officers, employees, agents and subcontractors.

12. OUT OF POCKET EXPENSES

12.1 Except as provided for in the Details Schedule, the Contractor shall perform its obligations under the Contract at its own cost and neither the Contractor nor any of its officers, employees, agents and subcontractors will be entitled to be reimbursed for any Out of Pocket Expenses incurred in providing the Services.

13. WARRANTY

13.1 The Contractor warrants that:

- a. the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by the Commonwealth; and
- b. the Services will be provided by appropriately qualified, skilled and experienced personnel.

14. USE OF COMMONWEALTH ITEMS

14.1 The Contractor shall not, and shall ensure that its officers, employees, agents and subcontractors do not, use any Commonwealth Items for any purpose other than:

- a. a purpose for which that Commonwealth Item was designed, manufactured or constructed; and
- b. for the provision of the Services.

14.2 The Contractor shall protect all Commonwealth Items from loss or damage, maintain the Commonwealth Items in good order and promptly return the Commonwealth Items to the Commonwealth upon request by the Commonwealth, when they are no longer required to provide the Services or otherwise upon termination of the Contract.

14.3 The Contractor acknowledges that it may be provided with the ability to access Commonwealth-held information in connection with its performance of the Services, including through access to Commonwealth information technology systems. Without limiting the Contractor's other obligations under this Contract or otherwise at law, the Contractor shall not seek to access or use Commonwealth-held information except to the extent strictly required for the provision of the Services.

15. INTELLECTUAL PROPERTY

- 15.1 Subject to clause 15.2, title in, and ownership of all Intellectual Property associated with any deliverable or material developed by the Contractor in connection with this Contract ('Foreground IP') vests on its creation in the Commonwealth. The Contractor agrees to execute all documents and do all acts and things required by the Commonwealth to give effect to this clause.
- 15.2 The Commonwealth acknowledges that the vesting of ownership in the Commonwealth of all Foreground IP does not apply to Intellectual Property in any pre-existing material (including software, documentation or data) which is incorporated or embedded in that deliverable or material ('Background IP'). In such circumstances, the Contractor grants to the Commonwealth (or shall ensure the grant of) a royalty free, irrevocable, non-exclusive, perpetual, world wide licence (including the right to sub licence) of the Background IP to use, copy, adapt, expand, develop, publish or otherwise change, the pre-existing material.
- 15.3 As permitted by law, the Contractor unconditionally and irrevocably:
- a. consents, and will obtain all other necessary unconditional and irrevocable consents, to any act or omission that would otherwise infringe any moral rights in any work that is included in a deliverable or material comprised in the Services, whether occurring before or after a consent is given; and
 - b. waives, and will obtain all other necessary unconditional and irrevocable written waivers of, moral rights,
- for the benefit of the Commonwealth, its licensees and anyone authorised by any of them.
- 15.4 The Contractor warrants the provision of the Services (and the Commonwealth's use of any deliverable or material developed or supplied under the Contract) will not infringe the Intellectual Property or moral rights of any person.

16. TERMINATION

- 16.1 The Commonwealth may terminate the Contract if the Contractor:
- a. does not provide, or notifies the Commonwealth that it will be unable to provide, all of the Services for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
 - b. does not provide replacement personnel acceptable to the Commonwealth in accordance with clause 7;
 - c. breaches the Contract and the breach is not capable of remedy;
 - d. does not remedy a breach of the Contract which is capable of remedy within the period specified by the Commonwealth in a notice of default issued by the Commonwealth to the Contractor requiring the Contractor to remedy the breach;
 - e. becomes bankrupt or insolvent; or
 - f. breaches any of its obligations under clause 16.

17. TERMINATION FOR CONVENIENCE

- 17.1 In addition to any other rights it has under the Contract, the Commonwealth may at any time terminate the Contract by notifying the Contractor in writing. If the Commonwealth issues such a notice, the Contractor shall stop work in accordance with the notice, comply with any directions given by the Commonwealth and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected subcontracts.
- 17.2 The Commonwealth will only be liable for payments to the Contractor for Services provided to the Commonwealth before the effective date of termination and any reasonable costs incurred

by the Contractor that are directly attributable to the termination, if the Contractor substantiates these amounts to the satisfaction of the Commonwealth.

17.3 The Contractor will not be entitled to profit anticipated on any part of the Contract terminated.

18. SECURITY AND SAFETY

18.1 If the Commonwealth provides the Contractor with access to any Commonwealth place, area or facility, the Contractor shall comply with any security and safety requirements notified to the Contractor by the Commonwealth or of which the Contractor is aware and ensure that its officers, employees, agents and subcontractors are aware of and comply with such security and safety requirements.

18.2 The Contractor shall

- a. comply with, and shall ensure that all subcontractors comply with, the WHS Legislation or any local applicable occupational safety legislation when performing work under the Contract; and
- b. where applicable, comply with, and shall ensure that all subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Contractor or the subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Contractor or the subcontractor (as the case may be), has a work health and safety duty under the WHS Legislation in relation to the same matter.

18.3 Without limiting the Contractor's obligations under the Contract or at law or in equity (and subject to any relevant foreign government restrictions), the Contractor shall, in connection with or related to the Services, provide, and shall use its reasonable endeavours to ensure that a subcontractor provides, to the Commonwealth within 14 days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth any information or copies of documentation requested by the Commonwealth and held by the Contractor or subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation.

18.4 The Contractor shall not use Asbestos Containing Material in providing the Services and shall not take any Asbestos Containing Material onto Commonwealth premises in connection with providing the Services.

18.5 If a Notifiable Incident occurs in connection with work carried out under the Contract:

- a. on Commonwealth premises;
- b. which involves Commonwealth personnel; or
- c. which involves a Commonwealth specified system of work,

the Contractor shall:

- d. immediately report the incident to the Commonwealth;
- e. promptly provide the Commonwealth with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
- f. provide the Commonwealth with such other information as may be required by the Commonwealth to facilitate the notification to or investigation by the Commonwealth regulator of the Notifiable Incident in accordance with the WHS Legislation (including the completion of the Department of Defence Form AE527 (as amended or replaced from time to time)); and
- g. provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.

18.6 To the extent not inconsistent with the express requirements of the Contract, the Commonwealth may direct the Contractor to take specified measures that the Commonwealth considers

reasonably necessary to comply with applicable legislation relating to work health and safety, including the WHS Legislation, in relation to the provision of the Services. The Contractor shall comply with the direction unless the Contractor demonstrates to the reasonable satisfaction of the Commonwealth that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.

- 18.7 The Contractor shall ensure that the Commonwealth and Commonwealth personnel are able to make full use of the Services for the purposes for which they are intended, and to maintain, support and develop the Services, without the Commonwealth or Commonwealth personnel contravening any applicable legislation relating to work health and safety including the WHS Legislation, any applicable standards relating to work health and safety or any Commonwealth or Defence policy relating to work health and safety.
- 18.8 From time to time the Commonwealth may advise the Contractor of hazards to health and safety that have been identified at, or in the proximity of, Commonwealth premises where Contractor and/or subcontractor personnel may be working.
- 18.9 On receipt of advice from the Commonwealth under clause 18.8, the Contractor shall undertake necessary risk assessments, identify control measures and advise Contractor and/or subcontractor personnel of the hazards and risks and relevant control measures.

19. INSURANCE

- 19.1 The Contractor shall procure and maintain:
- a. workers compensation insurance or registration as required by law;
 - b. the insurances specified in the Details Schedule (if any); and
 - c. such other insurances and on such terms and conditions as a prudent contractor, providing services similar to the Services, would procure and maintain.

20. SET OFF

- 20.1 If the Contractor owes any debt to the Commonwealth in connection with the Contract, the Commonwealth may deduct the amount of the debt from payment of the Contract Price.

21. INDEMNITY

- 21.1 The Contractor indemnifies the Commonwealth, its officers, employees and agents against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:
- a. a default or any unlawful, wilful or negligent act or omission on the part of the Contractor, its officers, employees, agents or subcontractors; or
 - b. any action, claim, dispute, suit or proceeding brought by any third party in respect of any infringement or alleged infringement of that third party's Intellectual Property or moral rights in connection with the Services.
- 21.2 The Contractor's liability to indemnify the Commonwealth under clause 21.1a is reduced to the extent that any wilful, unlawful, or negligent act or omission of the Commonwealth, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense.

22. PRIVACY

- 22.1 The Contractor shall:
- a. if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth);

- b. comply with its obligations under the *Privacy Act 1988* (Cth); and
- c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.

22.2 The Contractor shall notify the Commonwealth as soon as reasonably practicable if:

- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 22, whether by the Contractor, subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
- b. in relation to Personal Information obtained in the course of performing the Contract:
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner.

22.3 The Contractor shall ensure that its officers, employees and agents who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 22.

22.4 The Contractor shall ensure that any subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the subcontractor complies with clauses 22.1, 22.2a and 22.4.

23. CONFIDENTIALITY

23.1 The Contractor shall not disclose any Commonwealth Confidential Information to any third party without the prior written consent of the Commonwealth. The Contractor will not be in breach of this clause in circumstances where it is required by law to disclose any Commonwealth Confidential Information.

24. CONFLICT OF INTEREST

24.1 The Contractor warrants that, to the best of its knowledge after making diligent enquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its officers, employees, agents or subcontractors.

24.2 The Contractor shall notify the Commonwealth in writing promptly if such a conflict of interest arises, or appears likely to arise.

24.3 Within seven days after giving notice under clause 24.2, the Contractor shall notify the Commonwealth in writing of the steps it will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by the Commonwealth. If the Contractor fails to notify the Commonwealth in accordance with clauses 24.2 or 24.3 or is unable or unwilling to resolve the issue in the required manner, the Commonwealth may terminate the Contract in accordance with clause 16.

25. NOTICES

25.1 Any notice or communication under the Contract will be effective if it is in writing, signed and delivered to the Commonwealth Representative or the Contractor Representative, as the case may be, at the address, email or fax number set out in the Details Schedule.

26. ASSIGNMENT

26.1 The Contractor shall not assign any of its rights under the Contract without the prior written consent of the Commonwealth.

27. SUBCONTRACTING

- 27.1 The Contractor shall not subcontract the whole or part of its obligations under the Contract without the prior written consent of the Commonwealth. Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract. Upon request the Contractor shall make available to the Commonwealth the details of all subcontractors engaged to provide the Services under the Contract. The Contractor acknowledges that the Commonwealth may be required to disclose such information.

28. APPROVALS AND COMPLIANCE

- 28.1 The Contractor shall obtain and maintain in full force any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the provision of the Services. The Contractor shall comply with and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out and all Commonwealth policies relevant or applicable to the Contract.

29. COMMONWEALTH ACCESS

- 29.1 If the value of the Contract (by itself or cumulatively with previous changes to the Contract) is equal to or greater than A\$100,000, the Contractor shall permit the Commonwealth and its nominees timely and sufficient access to its premises, records or accounts relevant to the Contract to conduct audits under the *Auditor-General Act 1997*. The Commonwealth and its nominees may copy any records or accounts relevant to the Contract and retain or use these records and accounts for this purpose.

30. INDIGENOUS PROCUREMENT POLICY – NOT USED

31. WORKPLACE GENDER EQUALITY – NOT USED

32. GOVERNING LAW

- 32.1 The laws of the jurisdiction specified in the Details Schedule apply to the Contract.

33. ENTIRE AGREEMENT

- 33.1 The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

34. DEFINITIONS

- 34.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the Details Schedule or this clause 34:

'Asbestos Containing Material' has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

'Australian Privacy Principles' has the same meaning as in the *Privacy Act 1988* (Cth).

'Commonwealth Confidential Information' means any information provided by the Commonwealth to the Contractor or which comes into the possession of the Contractor in connection with the Services which the Commonwealth has identified as confidential or the Contractor ought reasonably to know is confidential.

'Commonwealth Items' means any information (including Commonwealth Confidential Information), property or facilities made available by the Commonwealth to the Contractor for the purpose of the Services.

'Contract' has the meaning given in clause 3.

'General Interest Charge Rate' means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

'GST' means a Commonwealth goods and services tax imposed by the *GST Act*.

'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

'Intellectual Property' or **'IP'** means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

'Notifiable Incident' has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).

'Personal Information' has the same meaning as in the *Privacy Act 1988* (Cth).

'Privacy Commissioner' has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth).

'Relevant Employer' means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Contractor will continue to be obligated as a Relevant Employer for the period of the Contract until the number of its employees falls below 80.


'WHS Legislation' means:

- a. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and
- b. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

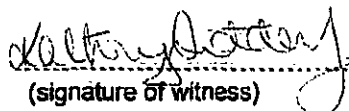
THE COMMONWEALTH OF AUSTRALIA:


(signature)

M. Bazany
(print name and position)

5/2/2018
(date)

In the presence of:

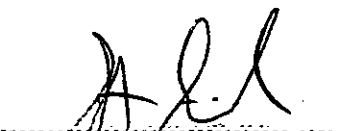

(signature of witness)

K. Riddlerhof
(print name of witness)

5/2/2018
(date)


SIGNED for and on behalf of

THE CONTRACTOR:


(signature)

Stuart Siciliano 2-6-18
(print name and position) Partner (date)

In the presence of:


(signature of witness)

Becca Shaine
(print name of witness)

2-6-18
(date)

ATTACHMENT A: STATEMENT OF WORK

1. SCOPE OF TASK

- 1.1 This Statement of Work describes the requirements for the provision of Public Relations services leading up to, during and after the National Governors Association Winter Session (23-26 February 2018).

2. BACKGROUND:

- 2.1 In September 2017, the Chairman of the National Governors Association (NGA), Governor Sandoval of Nevada, invited Australia to be the NGA's 2018 international partner. This included an invitation to the Prime Minister, all Premiers/Chief Ministers and a group of Australian Chief Executive Officers (CEOs) with interests in the United States to attend the NGA's Winter Session in Washington DC, which is scheduled to run from 23-26 February 2018. It is anticipated that this will be the most significant high-level Australian delegation ever to visit the United States.
- 2.2 A series of meetings and networking events will take place over this four-day period, to which the Australian Prime Minister (subject to final confirmation), Premiers/Chief Ministers and CEOs will have privileged access.
- 2.3 The centrepiece of the NGA 2018 will be the Opening Reception, to be held at the Embassy on 23 February 2018. The Reception will showcase the very best of contemporary Australia. It will feature high-profile Australian performers, an Australian Executive Chef preparing high-quality Australian food and wine and a carefully-targeted visual exhibition highlighting linkages between individual US states and Australian states/territories

3. REQUIREMENTS:

- 3.1 To support the Commonwealth's partnership with the NGA, the Commonwealth requires Public Relations services. In order to achieve the Milestone Deliverables below, the Contractor shall:
- a. Generate positive coverage of Australia's bilateral relationship with the US and component states before, during and after the NGA's Winter Meeting by:
 - (i) Key Message refinement - developing key messages regarding the significant bilateral relationship between the US and Australia, including component states. These messages will build upon and reinforce the concept of 'Mateship' as a conceptualization of the US-Australia relationship, as described below:
 - o Australian and American defence personnel have serviced alongside one another in every major conflict of the 20th and 21st centuries. This year will mark the 100th anniversary of the first time our troops fought side by side in an offensive action;
 - o This is the bedrock of a unique contemporary relationship across many shared fields of endeavor, including but not limited to: trade, foreign direct investment, education, performing arts, sports, space exploration and intelligence sharing.
 - (ii) developing messages tailored to specific American states.
 - b. Content creation, including:
 - (i) mapping Australia's footprint in the US, by state;
 - (ii) state factsheets: drawing on data provided by the Embassy but Contractor to also source additional data and content;
 - (iii) social media infographics: images and charts designed to be shared on social media that explain key concepts in the US-Australia relationship; and
 - (iv) media tip sheets.

- c. **Media management and engagement, including:**
 - (i) creation of compelling media content;
 - (ii) media outreach: connecting and following up with relevant reporters, target reporters at regional publications with messages tailored to their state, target national, beltway and Australia media with key messages regarding bilateral relationships and Australia's role as partner with the NGA for the Winter Meeting;
 - (iii) amplification of messages leading up to, during and post event through appropriate channels, including digital media;
 - (iv) digital media engagement to ensure maximum reach across the US and Australian audiences. Additional paid media may be considered in collaboration with the Commonwealth;
 - (v) real time media monitoring, including alerts;
 - (vi) coordinating the press efforts of meeting attendees;
 - (vii) on-the-ground media support during the days of the event;
 - (viii) contractor personnel embedded in the Public Diplomacy team for the week of the NGA (19- 25 February);
 - (ix) handling rapid response efforts;
 - (x) inserting Australia into constructive media opportunities;
 - (xi) sustaining the longevity of positive coverage by amplifying positive coverage to key audience and positioning the Embassy as a known resource; and
 - (xii) providing an event wrap-up report, including key contacts.

4. **TASKING**

4.1 The Contractor shall complete the following Milestones, in accordance with the requirements of clause 3 above:

- a. **Milestone 1: Detailed Proposal.** The Contractor shall prepare a detailed concept brief outlining how the Contractor will develop the key messages (as identified above) and sample content.
- b. **Milestone 2: Draft Content.** The Contractor shall deliver
 - (i) key messages;
 - (ii) fact sheet;
 - (iii) tip sheets;
 - (iv) social media infographics; and
 - (v) any agreed additional content. Additional content may be requested by the Commonwealth at a later date. If additional content is requested, the Contractor will negotiate with the Commonwealth to provide cost estimates for additional work.
- c. **Milestone 3: Media Monitoring.** The Contractor shall provide media monitoring services of coverage related to the NGA Winter Session and the Australian delegation from the time of engagement to 2 March 2018.
- d. **Milestone 4: On-The-Ground Media Support.** The Contractor shall provide on-the-ground media support during the event, including a personnel embedded in the Public Diplomacy team during the lead up to the event (20-22 February 2018) and an appropriate number of personnel during the NGA Winter Meeting (23-25 February 2018).

- e. **Milestone 5: Event Wrap-Up Report.** The Contractor will provide a wrap-up report. This report will provide an overview of the media engagement throughout the Contractor's engagement, including details of key contacts.

- 4.2 If the Contractor is unable to meet the tasking schedule or deliverables, the Supplier shall propose an alternative strategy, ahead of time, to achieve the outcomes of the Contract.

5. TIMELINE FOR DELIVERABLES

- 5.1 During the Term of the Contract, the Contractor must provide the services with the following Contract deliverables as set out in Table 1 (Milestones) below.

Table 1: Milestones

Milestone number	Milestone Description	Verifiable Indicator	Due Date
1	Detailed Proposal as described in Milestone 1 at clause 4.1(a) above.	Acceptance by the Commonwealth following meeting and confirmation in writing/email	5 Feb 2018
2	Draft Content as described in Milestone 2 at clause 4.1(b) above.	Acceptance by the Commonwealth in writing/email	9 Feb 2018
3	Media Monitoring as described in Milestone 3 at clause 4.1(c) above.	Acceptance by the Commonwealth in writing/email	Until 2 March 2018
4	On-The-Ground Media Support as described in Milestone 4 at clause 4.1(d) above.	Acceptance by the Embassy in writing/email	20-25 Feb 2018
5	Event wrap-up report as described in Milestone 5 at clause 4.1(e) above.	Acceptance by the Embassy in writing/email	2 March 2018

ATTACHMENT B: CERTIFICATE OF LIABILITY INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/1/2018		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER McManamon Insurance 1991 Crocker Road, Suite 320 Westlake OH 44145 INSURED Hamilton Place Strategies LLC 805 15th St NW Washington DC 20005			CONTACT Mary Beth Cummins Phone: (440) 892-8308 FAX: (440) 892-8307 Email: marybethcummins@mcmanamonins.com INSURER(S) AFFORDED COVERAGE INSURER: Sentinel Insurance Company 11000 INSURER: Rated by Multiple Companies 00914 INSURER: Ironshore Specialty INSURER: INSURER:			
COVERAGES			CERTIFICATE NUMBER: CL178205492			
REVISION NUMBER:						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
LINE	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		452BAT05494	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&O EXCLUDED) \$ 1,000,000 MED EXP (ANY ONE PERSON) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 NON-OWNED \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		452BAT05494	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (E&O EXCLUDED) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> PRO <input checked="" type="checkbox"/> RETENTION \$ 0		452BAT05494	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/CLERK EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	452BAT05494	10/1/2016	10/1/2017	E&O EXCLUDED E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYED \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions		002148702	9/23/2014	9/23/2017	Limit of Liability \$2,000,000 Aggregate Limit \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER				CANCELLATION		
Embassy of Australia 1601 Massachusetts Ave NW Washington, DC 20036				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas McManamon/MBC		

ACORD 25 (2014/01)
IN 5025 (2014/01)

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